Supreme Court, U.S.
FILED
JUN 13 1995
OFFICE OF THE CLERK

(2)

No. 94-1884

In The

Supreme Court of the United States

October Term, 1994

WORKMEN'S COMPENSATION APPEAL BOARD and RONALD B. WOLFE,

Petitioners,

v.

ALLEGHENY BEVERAGE CORPORATION and PMA INSURANCE COMPANY,

Respondents.

Petition For Writ Of Certiorari To The Commonwealth Court Of Pennsylvania

RESPONDENTS' BRIEF IN OPPOSITION

DENNIS J. BONETTI
Counsel of Record
Attorney I.D. 34329
PETERS & WASILEPSKI
2931 North Front Street
Harrisburg, PA 17110
(717) 238-7555

Attorneys for Respondents Allegheny Beverage Corporation and PMA Insurance Company

COCKLE LAW BRIEF PRINTING CO., (800) 225-6964
OR CALL COLLECT (402) 342-2831

BEST AVAILABLE COPY

COUNTERSTATMENT OF QUESTIONS PRESENTED FOR REVIEW

1. Whether the Pennsylvania Supreme Court properly exercised its discretion to deny a Petition for Allowance of Appeal where the Pennsylvania Supreme Court previously decided an issue of first impression concerning the ***priority*** of entitlement to the initial payment of a structured settlement and the Pennsylvania Commonwealth Court properly deferred to the Pennsylvania Supreme Court's decision in determining the remaining subrogation issues in a manner consistent with the Pennsylvania Supreme Court's interpretation of § 319 of the Pennsylvania Workers' Compensation Act.

2. Whether the appropriate forums were utilized to determine the subrogation issues among the parties.

3. Whether a person who voluntarily elects to settle a case on a structured settlement basis should be entitled to the "best of both worlds" to take advantage of the income tax benefits of a structured settlement ***and*** circumvent the subrogation requirements of § 319 of the Pennsylvania Workers' Compensation Act.

TABLE OF CONTENTS

Page

COUNTERSTATEMENT OF QUESTIONS PRESENTED FOR REVIEW i

TABLE OF CONTENTS ii

TABLE OF AUTHORITIES iv

STATEMENT OF JURISDICTION 1

CONSTITUTIONAL PROVISIONS, TREATIES, STATUTES, ORDINANCES AND REGULATIONS INVOLVED IN PRESENT CASE 1

COUNTERSTATEMENT OF THE CASE 2

SUMMARY OF THE ARGUMENT 5

REASONS FOR DENYING THE WRIT 7

I. Introduction 7

II. The Pennsylvania Supreme Court properly exercised its discretion to deny a Petition for Allowance of Appeal where the Pennsylvania Supreme Court previously decided an issue of first impression concerning the *priority* of entitlement to the initial payment of a structured settlement and the Pennsylvania Commonwealth Court properly deferred to the Pennsylvania Supreme Court's decision in determining the remaining subrogation issues in a manner consistent with the Pennsylvania Supreme Court's interpretation of § 319 of the Pennsylvania Workers' Compensation Act 8

TABLE OF CONTENTS – Continued

Page

III. The appropriate forums were utilized to determine the subrogation issues among the parties 11

IV. A person who voluntarily elects to settle a case on a structured settlement basis should not be entitled to the "best of both worlds" to take advantage of the income tax benefits of a structured settlement *and* circumvent the subrogation requirements of § 319 of the Pennsylvania Workers' Compensation Act.. 14

CONCLUSION 17

TABLE OF AUTHORITIES

Page(s)

CASES:

Baus v. W.C.A.B. (Nelson Co.), 137 Pa. Commw. 121, 585 A.2d 573 (1991) 11, 12

Cox v. W.C.A.B. (Otis Elevator), 150 Pa. Commw. 205, 615 A.2d 878 (1992), appeal denied, 533 Pa. 663, 625 A.2d 1196 (1993)..... 13

Rollins Outdoor Advertising v. Workmen's Compensation Appeal Board, 506 Pa. 592, 487 A.2d 794 (1985) 9

STATUTES:

28 U.S.C. 1257(a) 1

Workers' Compensation Act, Act of June 2, 1915, P.L. 736, Art. III, § 319, as amended, 77 P.S. 671 .....1, 4, 5, 6, 8, 9, 13, 14, 16

Workers' Compensation Act, Act of June 2, 1915, P.L. 736, Art. IV § 413, as amended, 77 P.S. 771 13

CONSTITUTIONS:

The Pennsylvania Constitution, Article III, Section 18..... 12

RULES:

Supreme Court Rule 10.....1, 7

STATEMENT OF JURISDICTION

Petitioner Ronald B. Wolfe ("Wolfe"), applies to this Court for a Writ of Certiorari pursuant to 28 U.S.C. 1257(a) and Supreme Court Rule 10.1. However, a cursory review of the Petition reveals a strained effort to create a constitutional question where none exists. Clearly, no federal question is involved in the present case and Mr. Wolfe does not question the constitutionality of the Workers' Compensation Act, Act of July 2, 1915, P.L. 736, Art. 3, § 319, as amended, 77 P.S. 671 ("§ 319" and/or "the Act"). Rather, Mr. Wolfe is disgruntled that the Pennsylvania Courts have failed to sanction his unfounded attempts to circumvent a statutorily mandated subrogation lien.

CONSTITUTIONAL PROVISIONS, TREATIES, STATUTES, ORDINANCES AND REGULATIONS INVOLVED IN PRESENT CASE

The present Petition does not involve the constitutionality of a state or federal statute. Rather, this matter involves the application of § 319 of the Act, which provides in pertinent part as follows:

> **Subrogation of employer to rights of employee against third persons; subrogation of employer or insurer to amount paid prior to award.**
>
> Where the compensable injury is caused in whole or in part by the act or omission of a third party, the employer shall be subrogated to the right of the employe, his personal representative, his estate or his dependents, against such

> third party to the extent of the compensation payable under this article by the employer; reasonable attorney's fees and other proper disbursements incurred in obtaining a recovery or in effecting a compromise settlement shall be prorated between the employer and employe, his personal representative, his estate or his dependents. The employer shall pay that proportion of the attorney's fees and other proper disbursements that the amount of compensation paid or payable at the time of recovery or settlement bears to the total recovery or settlement. Any recovery against such third person in excess of the compensation theretofore paid by the employer shall be paid forthwith to the employe, his personal representative, his estate or his dependents, and shall be treated as an advance payment by the employer on account of any future installments of compensation.

COUNTERSTATEMENT OF THE CASE

On December 19, 1981, Mr. Wolfe was involved in a work-related slip and fall. Mr. Wolfe's employer, Allegheny Beverage Corporation, maintained Workmen's Compensation insurance through PMA Insurance Company ("PMA"). Workmens Compensation is legislatively mandated in Pennsylvania.

On January 13, 1982, PMA issued a Notice of Compensation Payable which acknowledged the work-related nature of Mr. Wolfe's injury (App. 79a). The Notice of Compensation Payable documented PMA's obligation to pay Mr. Wolfe indemnity benefits at the rate of $262.00 per week as well as required PMA to pay all work-related

medical expenses. Until Mr. Wolfe's benefits were suspended on February 18, 1986, PMA paid medical expenses and work loss benefits totalling $93,682.81.

On November 17, 1983, Mr. Wolfe commenced an action against a third party tortfeasor which resulted in a Settlement Agreement dated August 2, 1985. The Settlement Agreement provided the following benefits to Mr. Wolfe:

1) Initial lump sum payment $110,000.00

2) monthly payments of $1,250.00 for life (20 year guarantee)

3) "balloon" payments as follows:

May 20, 1990 – $10,000.00
May 20, 1995 – $20,000.00
May 20, 2000 – $30,000.00
May 20, 2005 – $40,000.00
May 20, 2010 – $50,000.00

(App. 88a-90a).

During the final settlement negotiations, a dispute developed among PMA, Mr. Wolfe and Mr. Wolfe's counsel, Angino & Rovner, ***with regard to the entitlement to the initial lump sum payment of $110,000.00.*** The parties agreed to escrow $55,000.00 and litigate the respective parties' entitlement to the initial settlement payment. On September 20, 1985, PMA filed a Complaint in the Court of Common Pleas of Dauphin County which included a request for declaratory judgment concerning the disputed $55,000.00.

Since the Bureau of Workers' Compensation has exclusive jurisdiction to award, modify, suspend, or terminate compensation benefits, PMA filed a suspension petition on October 21, 1985, to fully enforce its subrogation rights pursuant to § 319 of the Act.

The following statement found at page 8 of the Petition for Writ of Certiorari is simply incorrect:

> . . . the same issues of priority (attorney v. carrier) and lien calculation in a structured settlement context, ten years of litigation resulted in totally inconsistent opinions from the Pennsylvania Supreme and Commonwealth Courts.

Although admittedly, companion cases, the Supreme Court and Commonwealth Court decided ***different issues*** in a consistent manner.

The Supreme Court decided one issue:

> . . . the priority of payment from an initial lump sum payment arising out of a structured settlement (App. 23a).

In other words, the Supreme Court reversed the Superior Court and awarded the $55,000.00 from the initial lump sum payment to Angino & Rovner. The Supreme Court made no other determination with regard to the subrogation rights of PMA since those issues had not been presented to the Court.

The Commonwealth Court appropriately delayed determination of PMA's subrogation rights until the Supreme Court determined PMA's rights to the initial lump sum payment (App. 9a). The Commonwealth Court, thereafter, appropriately deferred to the Supreme Court's Decision that Angino & Rovner was entitled to the entire

$110,000.00 initial payment. The Commonwealth Court then determined the remaining subrogation rights of PMA pursuant to § 319 of the Act.

Accordingly, there are no inconsistent holdings between the Pennsylvania Supreme Court and the Commonwealth Court. In fact, Mr. Wolfe filed a Petition for Allowance of Appeal to the Pennsylvania Supreme Court which was denied by the Pennsylvania Supreme Court on February 16, 1995 (App. 1a).

SUMMARY OF THE ARGUMENT

On August 2, 1985, Mr. Wolfe entered into a settlement agreement with the tortfeasor responsible for an accident which occurred on December 19, 1981. The settlement provided the following benefits to Mr. Wolfe:

1) Initial lump sum payment $110,000.00

2) monthly payments of $1,250.00 for life (20 year guarantee)

3) "balloon" payments as follows:

   May 20, 1990 – $10,000.00
   May 20, 1995 – $20,000.00
   May 20, 2000 – $30,000.00
   May 20, 2005 – $40,000.00
   May 20, 2010 – $50,000.00

During the pendency of the third party action, PMA paid compensation benefits totalling $93,682.81. Pursuant to § 319 of the Act, PMA was entitled to immediate reimbursement of its compensation lien and credit to the extent

that the settlement exceeded the workmen's compensation lien.

Despite the mandates of § 319, Mr. Wolfe and his counsel, Angino & Rovner, disputed PMA's entitlement to the initial payment of $110,000.00. A declaratory judgment action was filed in the Court of Common Pleas to determine PMA's entitlement to the initial $110,000.00 payment. The Pennsylvania Supreme Court reversed the lower courts' decision to award the money to PMA. The Supreme Court determined that Angino & Rovner was entitled to the initial $110,000.00 payment.

However, at no time, did PMA concede that its subrogation interests were limited to the $100,000.00 payment. To the contrary, the third-party settlement generated substantial other proceeds to which PMA was entitled to subrogation pursuant to § 319. The appropriate forum to litigate PMA's entitlement to the remaining settlement proceeds was the Bureau of Workers' Compensation. The administrative decisions were ultimately reviewed by the Commonwealth Court. The Commonwealth Court deferred to the Supreme Court's Decision concerning the $110,000.00 payment and determined PMA's subrogation rights to the remaining settlement proceeds.

The Commonwealth Court's decision was consistent with the Pennsylvania Supreme Court's prior decision involving the $110,000.00 initial payment and was consistent with the Supreme Court's interpretation of § 319 of the Act. Section 319 of the Act clearly mandates that any compensation payments are to be reimbursed when there is a third-party recovery. Despite this clear mandate,

Wolfe unsuccessfully attempted to circumvent PMA's subrogation rights. The Pennsylvania Courts have appropriately and consistently applied Pennsylvania law to require Mr. Wolfe to honor his subrogation obligation to PMA. There is no important or valid reason for this Honorable Court to disturb the decisions of the Commonwealth Court and Supreme Court.

REASONS FOR DENYING THE WRIT

I. Introduction

Although this Honorable Court is empowered with jurisdiction to review matters of "the highest court of a state," it is clear from a cursory review of the Petition for Writ of Certiorari filed by Mr. Wolfe that no question exists with regard to the validity of a treaty or statute of the United States or any question with regard to the validity of a statute of any state being repugnant to the United States Constitution or any of its laws. Likewise, a cursory review of Rule 10 of the Rules of the Supreme Court of the United States reveals that this case fails to remotely present any of the considerations necessary to grant a Petition for Writ of Certiorari.

To the contrary, the decisions of the Pennsylvania Supreme Court and Commonwealth Court are consistent and appropriate under the facts and well established law of the Commonwealth of Pennsylvania. No valid reason exists to disturb the decisions of the Pennsylvania Courts in this matter.

II. The Pennsylvania Supreme Court properly exercised its discretion to deny a Petition for Allowance of Appeal where the Pennsylvania Supreme Court previously decided an issue of first impression concerning the *priority* of entitlement to the initial payment of a structured settlement and the Pennsylvania Commonwealth Court properly deferred to the Pennsylvania Supreme Court's decision in determining the remaining subrogation issues in a manner consistent with the Pennsylvania Supreme Court's interpretation of § 319 of the Pennsylvania Workers' Compensation Act.

This Honorable Court need only review the first sentence of the Supreme Court's decision of May 28, 1993, to understand the limited nature of its decision:

> [W]e are called upon to determine the priority of payment from an initial lump sum payment arising out of a structured settlement. (App. 23a)

After discussing the relative positions of the parties, the Supreme Court succinctly held:

> . . . we hold that the attorneys for Wolfe were entitled to first payment from the initial payment in the structured settlement agreement (App. 31a).

In its decision of May 28, 1993, the Supreme Court ***did not*** determine the remaining subrogation issues between the parties.[1]

---

[1] PMA had asserted claims against the law firm of Angino & Rovner for breach of contract and professional negligence. The majority of the Supreme Court determined that PMA had waived such claims. *See*, the dissenting opinion of Justice

The Commonwealth Court, in its decision of August 18, 1994, appropriately deferred to the Supreme Court's Decision concerning the entitlement to the initial structured settlement payment. In summarizing the procedural history of the case, the Commonwealth Court noted:

> Because the appeal before this court involved the same parties and the issue of entitlement to the initial $110,000.00 payment, we ordered in April of 1991 that the decision here be held pending a determination by the Supreme Court on the merits of the civil action. On May 28, 1993, the Supreme Court reversed the Superior's Court Decision and held that claimant's attorney was entitled to the entire $110,000.00 initial payment [citation omitted]. With the Supreme Court's Decision, we may now address the appeal of the board's order. (App. 9a).

The Commonwealth Court properly applied clearly established precedent concerning an insurance carrier's entitlement to subrogation pursuant to § 319 of the Act. The Commonwealth Court cited the Pennsylvania Supreme Court's Decision in ***Rollins Outdoor Advertising v. Workmen's Compensation Appeal Board***, 506 Pa. 592, 487 A.2d 794 (1985) for the proposition that:

> The law is clear that the reimbursement for past compensation paid is to be immediate (App. 10a).

Flaherty which validated the substance of PMA's claims (App. 31a-33a).

Although the Supreme Court determined that PMA's subrogation interest could not be satisfied from the initial $110,000.00 payment, the Commonwealth Court noted:

> The recoveries [from the structured settlement] generate several sources for credits and payments for which to "pay" the net due to the employer by the claimant for the subrogation lien (App. 13a).

The foregoing is completely consistent with the Supreme Court's decision which provided in part:

> The Superior Court properly noted that this case does not involve a question of ***entitlement***, but rather a question of ***priority***. PMA is entitled to payment because it fulfilled its duty to provide compensation benefits to Wolfe, and Angino is obviously entitled to payment for assisting in the creation of a fund from which benefits and compensation could be paid. The question is, who takes first? (emphasis added) (App. 25a).

Although Angino & Rovner was ultimately successful in obtaining it's attorney's fee from the initial structured settlement payment, Mr. Wolfe has never succeeded in his attempts to circumvent the valid subrogation lien of PMA.[2]

---

[2] Workers' Compensation Judge Deeley determined that the lien would be reimbursed through "lump sum payments in the future" (App. 48a). The Appeal Board, in its decision, indicated that the lien would be paid "out of the lump sum payments . . . " (App. 40a). The Commonwealth Court arranged reimbursement through credits, lump sum payments and monthly reimbursements by Mr. Wolfe to PMA (App. 13a-15a).

The Pennsylvania Supreme Court was aware of its decision of May 28, 1993, when it considered the Petition for Allowance of Appeal by Mr. Wolfe of the Commonwealth Court's Decision of August 18, 1994. The Pennsylvania Supreme Court appropriately denied the Petition for Allowance of Appeal since the decision of the Commonwealth Court was compatible and consistent with the Supreme Court's decision. This Court should not disturb the well reasoned decisions of the Pennsylvania Courts concerning issues that exclusively involve Pennsylvania law. (App. 1a).

III. The appropriate forums were utilized to determine the subrogation issues among the parties.

With regard to the initial structured settlement payment of $110,000.00 (and more specifically, the $55,000.00 placed in escrow), Mr. Wolfe agreed to relinquish any rights that he had to this money when he orally agreed to pay over this money to Angino & Rovner as attorneys fees (App. 24a). Accordingly, PMA and the law firm of Angino & Rovner were the real parties in interest with regard to the $55,000.00 held in escrow. Since the Bureau of Workers' Compensation had no authority to enter an Order against Angino & Rovner (or Richard C. Angino, Esquire, as escrow agent), the Court of Common Pleas of Dauphin County was the appropriate forum to litigate PMA's entitlement to the $55,000.00 held in escrow.

However, between PMA and Mr. Wolfe, the Workers' Compensation Act provides the exclusive framework to determine and enforce their respective rights and obligations. In ***Baus v. W.C.A.B. (Nelson Co.)***, 137 Pa. Commw.

121, 585 A.2d 573, 575 (1991), the Commonwealth Court confirmed the constitutionality of a Workers' Compensation Referee granting subrogation rights to an employer. The Commonwealth Court held:

> In essence, subrogation, although an equitable remedy, relates, with respect to the workmen's compensation laws, specifically to the ultimate ascertainment of reasonable compensation an employer is obligated to pay an employee who is injured in the course of employment. When there is a damages recovery from a third party tortfeasor, legislation which gives a compensation-paying employer appropriate credit, against that recovery, indeed does (1) contribute to the reasonableness of the compensation obligation, and (2) specifically affect "fixing the basis of ascertainment of such compensation." Thus, the statutory provision for subrogation is not contrary to the state constitution, but implements it and is therefore constitutionally valid.[3]

Baus, at ___, 585 A.2d at 575.

More recently, the Commonwealth Court has confirmed that a Referee (now Workers' Compensation

---

[3] Article III, Section 18 of the Pennsylvania Constitution, provides the state legislature with power to enact laws relating to worker's compensation. That provision states in pertinent part:

> The General Assembly may enact laws requiring the payment by employers, or employers or employees jointly, of reasonable compensation for injuries to employees arising in the course of their employment . . . and fixing the basis of ascertainment of such compensation and the maximum and minimum limits thereof, and providing special or general remedies for the collection thereof . . .

Judge) has the authority to order a claimant to pay an out-of-pocket lump sum payment from a third-party settlement to an employer pursuant to § 319 and § 419 of the Workers' Compensation Act. ***Cox v. W.C.A.B. (Otis Elevator)***, 150 Pa. Commw. 205, 615 A.2d 878, 879 (1992), appeal denied, 533 Pa. 663, 625 A.2d 1196 (1993).

Accordingly, PMA selected the appropriate forum to pursue its rights against the relevant parties. It instituted the declaratory judgment action in the Court of Common Pleas to litigate its entitlement to the $55,000.00 held in escrow against the relevant party, Angino & Rovner (and the escrow agent, Richard C. Angino). PMA instituted the appropriate administrative proceeding within the Bureau of Workers' Compensation against Mr. Wolfe to determine its remaining subrogation rights.

Finally, it is clear from reviewing all of the relevant decisions in the present case, that each tribunal understood its role in determining the issues among PMA, Mr. Wolfe and Angino & Rovner. For instance, the Workers' Compensation Judge noted that the attorneys were entitled to the $55,000.00 held in escrow "unless the court would direct differently." (App. 46a). Also, the Commonwealth Court held its decision concerning the subrogation rights of PMA until the Supreme Court determined PMA's entitlement to the escrow proceeds and deferred to the Supreme Court's Decision when determining the subrogation rights of PMA.

Since the appropriate forums determined the appropriate issues, the Petition for Writ of Certiorari should be denied.

IV. A person who voluntarily elects to settle a case on a structured settlement basis should not be entitled to the "best of both worlds" to take advantage of the income tax benefits of a structured settlement *and* circumvent the subrogation requirements of § 319 of the Pennsylvania Workers' Compensation Act.

For the last ten years, Mr. Wolfe has unsuccessfully argued that his structured settlement should, when convenient, be considered a lump sum settlement, plus interest. The undisputed fact is that Mr. Wolfe elected a settlement which provides substantial benefits over his entire lifetime (and a guaranteed value of $560,000.00 since the monthly payments were guaranteed for 20 years). The Pennsylvania Courts have appropriately determined PMA's subrogation rights based upon the ***actual settlement*** rather than the hypothetical suggested by Mr. Wolfe.

It would be highly inappropriate for Mr. Wolfe to argue to the Internal Revenue Service that he entered into a structured settlement which is ***not taxable,*** but limit his subrogation obligation to PMA based upon the cost of the annuity. The Pennsylvania Courts have appropriately rejected this approach given the uncontroverted fact that Mr. Wolfe will receive $1,250.00 per month for life (which is more than the $1,135.00 per month compensation benefit) in addition to periodic "balloon" payments.

Mr. Wolfe has suggested that the Commonwealth Court's Order will result in "Plaintiffs and their attorneys [having] no basis for pursuing out-of-court settlements." (Petition for Writ of Certiorari, p. 18). Mr. Wolfe's "doomsday" analysis could not be further from the truth.

To the contrary, the Pennsylvania Courts have only eliminated unfounded attempts to "circumvent" the statutorily mandated subrogation interests of worker's compensation carriers.

Justice Flaherty, in his dissent, appropriately noted that the intent of Mr. Wolfe's counsel was to avoid a settlement that would provide anything to PMA up front (App. 33a). Justice Flaherty noted:

> Angino candidly testified:
>
> > In this particular situation, there would have been no reason to have gotten more than our fee up front, because it would have gone to PMA. There is no kidding about the matter. If we would have taken in, as an example, up front $150,000.00, there would have been $40,000.00 there that potentially PMA could have some call for, so as this case in its factual contents presented itself, once the client decided to go structure rather than deciding to go lump sum, the primary benefits for the client would be for us to not get anything but our fee.
>
> Angino reiterated later:
>
> > Because that would have been a decision of an attorney and a carrier to say there are the attorneys fees and expenses, and this comes up front, and if any more is gotten it will just go to PMA. . . . Why would you want to get any more up front because basically you'd be giving it to PMA [?] (App. 32a-33a).

The foregoing analysis of Mr. Wolfe and his counsel was fatally flawed since the structured settlement contemplated numerous additional payments which "generate

several sources for credits and payments for which to 'pay' the net due to the employer by the claimant for the subrogation lien." (Commonwealth Court Opinion, App. 13a). The Pennsylvania Courts have appropriately recognized this flaw and have steadfastly rejected the arguments of Mr. Wolfe.

From the time Mr. Wolfe was injured, PMA paid compensation benefits at the rate of $262.00 per week and paid all medical bills associated with his injury. PMA made payment without regard to fault on the part of a third-party or Mr. Wolfe. Until suspended by the Bureau of Workers' Compensation, PMA paid benefits to Wolfe which totalled $93,682.81.

Section 319 of the Act clearly mandates that any compensation payments are to be reimbursed when there is a third party recovery. Despite this clear mandate, Wolfe has unsuccessfully attempted to circumvent PMA's subrogation rights. The Pennsylvania Courts have appropriately and consistently applied Pennsylvania law to require Mr. Wolfe to honor his subrogation obligation to PMA. There is no important or valid reason for this Honorable Court to disturb the decisions of the Commonwealth Court and Supreme Court.

CONCLUSION

For the foregoing reasons, it is submitted that the Petition for Writ of Certiorari should be denied.

Respectfully submitted

DENNIS J. BONETTI
(Counsel of Record)
PETERS & WASILEFSKI
2931 North Front Street
Harrisburg, PA 17110
(717) 238-7555

Attorneys for Respondents
Allegheny Beverage Corporation
and PMA Insurance Company